

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS,  
INC.,

Plaintiff,

v.

WESTERN HOLSTEIN FARMS, INC., a  
California corporation,

Defendant

No.

COMPLAINT TO COLLECT TRUST  
FUNDS PURSUANT TO EMPLOYER'S  
WITHDRAWAL

**I. PARTIES**

1.1 Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

1.2 The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a multiemployer Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

1.3 Defendant is a California corporation.

## II. JURISDICTION AND VENUE

2.1 This Court has jurisdiction over the subject matter of this action under Section 4301(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1451(c).

2.2 Venue is proper in this District under Section 4301(d) of ERISA, 29 U.S.C. §1451(d) because the Plaintiff Trust Fund is administered in this District.

## III. STATEMENT OF THE CASE

3.1 Defendant is a party to a collective bargaining agreement with Local 63 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant was required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Local, whether or not those employees ever actually join the Local.

3.2 Defendant and the Local are also parties to an Employer-Union Certification under which Defendant agreed, among other things, to be bound by the Trust's Trust Agreement and Declaration of Trust.

3.3 On or about September 1, 2017, Defendant withdrew from the Trust.

3.4 The Trust determined that the amount of the Defendant's liability for withdrawal was \$116,063.06.

1           3.5     On April 10, 2018, the Trust sent Defendant notice of the assessment of  
2     withdrawal liability. The letter contained a description of how the withdrawal liability  
3     was calculated and set forth an amortization schedule showing the number and  
4     amount of each payment required to liquidate the withdrawal liability under a monthly  
5     payment schedule of \$7,850.93 by the tenth day of each month for fourteen months,  
6     followed by one final payment of \$7,679.67.

7           3.6     The notice of assessment of withdrawal liability letter dated April 10,  
8     2018 was delivered to the Defendant on April 13, 2018.

9           3.7     On July 20, 2018, the Trust sent a Certified Letter to the Defendant  
10    advising that on April 10, 2018, the Trust had sent a notice and demand for payment.  
11    This letter provided Defendant with written notification of its failure to make payments  
12    due on June 10, 2018 and July 10, 2018.

13           3.8     The July 20, 2018 certified letter was delivered to the Defendant on July  
14    24, 2018.

15           3.9     More than sixty days have elapsed since the Trust provided Defendant  
16    with the Notice of Assessment advising that its first payment was due on or before  
17    June 10, 2018 and that subsequent monthly installments were due and payable on or  
18    before the tenth (10<sup>th</sup>) of each succeeding calendar month until all payments have  
19    been made. The Defendant has failed to make payments due on June 10, 2018, July  
20    10, 2018, August 10, 2018, September 10, 2018 and October 10, 2018.

21           3.10    Defendant has not initiated arbitration pursuant to 29 U.S.C. §1401.  
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1           3.11 Based on Defendant's failure to make payment on its withdrawal liability  
2 within sixty days after demand for payment from the Trust, the Defendant is in default  
3 as defined under 29 U.S.C. § 1399(c)(5) and the Trust's Employer Liability Rules and  
4 Procedures set forth in the Trust Agreement and Declaration of Trust.

5           3.12 As a consequence of Defendant's default pursuant to 29 U.S.C. §  
6 1399(c)(5) and the Trust's Employer Liability Rules and Procedures set forth in the  
7 Trust Agreement and Declaration of Trust, the Plaintiff requires immediate payment  
8 of the outstanding amount of the Defendant's withdrawal liability.  
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10                                   **IV. PRAYER FOR RELIEF**

11           WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant  
12 as follows:

- 13           A. For withdrawal liability payment due in the amount of \$116,063.06;  
14           B. For liquidated damages in the amount of \$23,212.62;  
15           C. For all accrued interest;  
16           D. For all attorneys' fees and costs incurred by the Trust in connection with  
17 Defendant's obligations; and  
18           E. For such other and further relief as the Court may deem just and  
19 equitable.  
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22           DATED this 11th day of  
23           October, 2018.

Respectfully submitted,

REID, McCARTHY & BALLEW, L.L.P.

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26                                   Russell J. Reid, WSBA #2560  
Attorney for Plaintiff